

**CLINICAL EXPERIENCE
GREAT FALLS COLLEGE MONTANA STATE UNIVERSITY
COR-NRMOU-2023-0474-HSB**

1. PARTIES

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the **State of Montana, Montana Department of Corrections**, (State), whose address and phone number are P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301 and (406) 444-3930, and **Great Falls College Montana State University, (GFC MSU)**, whose address and phone number are 2100 16th Ave, South, Great Falls, MT 59405, (406) 771-4389.

MONTANA DEPARTMENT OF CORRECTIONS, HEALTH SERVICES BUREAU, HEREINAFTER REFERRED TO AS “STATE”, AND GREAT FALLS COLLEGE MONTANA STATE UNIVERSITY, HEREINAFTER REFERRED TO AS, “GFC MSU”, AS PARTIES TO THIS MOU AND FOR GOOD AND VALUABLE CONSIDERATION SET OUT HEREIN, AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION AND RENEWAL

2.1 MOU Term. This MOU shall take effect August 1, 2022, through July 31, 2023, unless terminated earlier in accordance with the terms herein. In no event is this MOU binding on State unless State’s authorized representative has signed it. The legal counsel signature approving legal content of the MOU and the procurement officer signature approving the form of the MOU do not constitute an authorized signature.

2.2 MOU Renewal. State may renew this MOU under its then-existing terms and conditions in one (1)-year intervals, or any interval that is advantageous to State. This MOU, including any renewals, may not exceed a total of four (4) years.

3. DUTIES/RESPONSIBILITIES OF PARTIES

3.1 Schedules. The faculty of GFC MSU will assume responsibility, in coordination with the State, for the assignment of one (1) to three (3) students, studentschedules, and the availability of clinical experiences. Changes to student schedules and the maximum number of students shall be agreed to by both parties.

3.2 Rules and Regulations. GFC MSU students will be subject to State and facility specific rules and regulations which include, but are not limited to, providing assurance of CPR certification, adherence to assigned hours, participation in selected educational activities, compliance with the uniform requirements, and receipt of requested immunizations.

3.2.1 Background Checks. GFC MSU students will be subject to a criminal background check completed by the state. MSP requires two days advance notice of all clinical students requiring entrance to the facility. Name, date of birth, social security number, race, and gender of each of the clinical students will need to be emailed directly to the State liaison through the State of Montana’s File Transfer Service. The GFC MSU liaison will create login MT account at [Transfer.mt.gov](https://transfer.mt.gov) in order to access the File Transfer Service. Clinical students will not be allowed into the facility without first submitting to and passing a State background check.

3.2.2 Insurance Requirement. GFC MSU shall ensure that clinical students have liability insurance and health insurance coverage for the duration of their clinical experience with State.

3.3 Supervision and Curriculum Development. State will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students inasmuch as the students' presence affects the operation of the facility and/or the direct and indirect care of patients. The GFC MSU faculty is responsible for the supervision of the education of the students as well as curriculum construction.

3.3.1 Course Requirements. Participating students will have appropriate academic background for clinical placement. A copy of the course/clinical objectives will be made available to State. Students will meet the clinical objectives for this course in part by participating in a variety of activities at MSP. In addition, the GFC MSU faculty will be available to students via telephone during their clinical experiences should they require immediate guidance or consultation.

3.3.2 Role of Student. Students may supplement but will not be used to supplant professional and/or regular State personnel. While in State facilities, students will have the status of trainees; and are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the educational program. State and its staff will provide such supervision of the educational and clinical activities as is reasonable and is appropriate to the circumstances and to the student's level of training.

3.3.3 Attendance and Conduct. GFC MSU will provide State with standards of conduct expected of students. Attendance will be for one eight (8) hour shift per year between May-July.

3.3.4 Student Removal. GFC MSU will remove any student from MSP if the student, for reasons of health, performance, breach of confidentiality, questionable conduct, and/or other causes, becomes unacceptable to State.

3.4 Orientation. An orientation to MSP will be provided to each new student group. This program may cover items such as student conduct, patient respect, confidentiality of patient care or confidentiality of protected health information, facility rules, and location of various areas within the facility.

3.5 Evaluations. GFC MSU will establish criteria appropriate for the evaluation of students. There will be a coordinating person at State who will provide guidance and on-site direction to the students placed there. GFC MSU faculty members and State supervisors will evaluate the students' performance according to established criteria and curriculum guidelines.

3.6 Equipment and Supplies. State will make equipment and supplies available for clinical learning experiences; however, supplies furnished may be limited to those that would normally be used in the course of patient and available supplies will be dependent on the current or expected needs of State.

3.7 Health. To be eligible for assignment at MSP, students must conform to public health standards and be physically able to perform all physical requirements as determined by State.

3.7.1 . Prior to registration for a semester that includes clinical experience, each student covered by this agreement will furnish GFC MSU with a certificate indicating that he/she has had a negative tuberculin skin test (PPD), negative chest X-ray, or negative sputum culture. Students must

hold current CPR training; Instruction is given to each student that a completed Hepatitis B series is highly recommended which can be obtained through the Cascade Country Health Department or a private Physician.

4. LIAISONS AND NOTICE

4.1 MOU Liaisons. All project management and coordination on State's behalf must be through a single point of contact designated as State's liaison. GFC MSU shall designate a liaison that will provide the single point of contact for management and coordination of GFC MSU's work. All work performed under this MOU must be coordinated between State's liaison and GFC MSU's liaison.

Laura Hart is State's liaison
700 Conley Lake Road
Deer Lodge, MT 59722
(406) 415-6521
Laura.Hart@mt.gov

Julie Barnwell is GFC MSU liaison
2100 16th Ave, South
Great Falls, MT 59405
(406) 771-4389
Julie.Barnwell@gfcmsu.edu

4.2 MOU Manager. State's MOU Manager identified below is State's single point of contact and shall perform all MOU management, on State's behalf. Written notices, requests, complaints, or any other issues regarding this MOU should be directed to State's MOU Manager.

Ashley Salmon is State's MOU Manager
5 S. Last Chance Gulch
Helena, MT 59620-1301
(406) 444-4931
Ashley.Salmon@mt.gov

4.3 Notifications. State's liaison and GFC MSU's liaison may be changed by written notice to either party. All written notices, request, or complaints and invoices required in this MOU shall be in writing. Notice may be provided by personal service properly addressed to the liaison in 4.1 above, and mailed first-class, postage prepaid, email, or facsimile. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) or via email or facsimile are effective upon receipt.

5. AMENDMENTS

All amendments to this MOU shall be in writing and signed by the parties.

6. TERMINATION AND DEFAULT

6.1. The State may, by written notice to GFC MSU, terminate this MOU in whole or in part at any time GFC MSU fails to perform as required in this MOU.

6.2. Either party may terminate this MOU without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the MOU shall provide written notice to the other, which notice will establish a termination date not less than thirty (30) days from the date of such notice.

7. INTEGRATION

This MOU contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written MOU, shall be binding or valid. This MOU shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the MOU.

8. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this MOU is illegal, and void shall not affect the legality and enforceability of any other provision of this MOU, unless the provisions are mutually dependent.


9. COMPLIANCE WITH LAWS

GFC MSU shall, in performance of work under this MOU, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. GFC MSU is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. GFC MSU will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, and MDOC Policy 1.1.17, Prison Rape Elimination Act to include incident reporting. State has a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by GFC MSU subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, GFC MSU agrees that the hiring of persons to perform this MOU will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this MOU.

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SIGNATURE


**STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601**

DocuSigned by:
 8/16/2022
E9FD4E82FED9421
Cynthia McGillis-Hiner (Date)
Bureau Chief
Health Services Bureau


Approved as to Form by:

DocuSigned by:
 8/16/2022
B98C1BE4493E492...
Ashley Salmon, Contracts Officer (Date)
Financial Services Bureau

Approved as to Legal Content by:

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 8/16/2022
41E915492B274F4...
Molenda McCarty, Legal Counsel (Date)
Legal Services Bureau

**Great Falls College MSU
2100 16th Ave, South
Great Falls, MT 59405**

DocuSigned by:
 8/16/2022
786834F758BC4DB...
Quincie Jones (Date)
Health Services Division Director